

1887-019 Chancery Cause: Mary V. Pennington by te vs. W. C. Parsons & Lee Co.

Litton, Smith

CA - Contract Dispute

T - Property  
Women

- Deed

Additional

Deed



To the Hon. John A. Keeley  
Judge of the Circuit Court of  
Lee County, Va.

The Complainant of Mary v.  
Pennington who sues by D. I.  
Gilton her next friend. Humbly  
Complaining would respectfully  
represent, that, heretofore she  
has been given by her father val-  
uable real estate situated in Lee  
County Virginia. That at the time of  
these gifts and, at the present she  
is the wife of Wm Pennington.

Her said husband some years ago  
~~her husband~~ became indebted and  
greatly embarrassed, to aid him  
in his financial distress, she gave  
her consent to the sale of her real  
estate amounting to about \$4000. A  
part of this was paid into her  
husband's debts, for which she  
was in no way bound. Of the  
proceeds of sale she made up the  
sum of \$2000, in sale notes, which  
was not consumed. Her husband  
then, contracted with one M. C.  
Parsons for an other farm situated  
in this County, known as the Davis



+ At the time, of this, sale & transfer of these notes, the said Person had full & complete knowledge that these notes were the notes of your Complainant, and that said land was being purchased from him for separate & separate use.

Sage farm, and the notes and bonds of which are properly set forth in the title papers of the said Person now of record in said County. & the price of this farm so purchased was \$3000. of which sum \$2000, of the purchase price of the real estate of your Coatrix was actually paid by and with the consent of her husband that it should be conveyed to her and for her benefit as the same was her own and rightful separate property. This money was paid into the land by the advice and aid of her brother, and other friends and the said M. C. Person had full knowledge that it was her money and for bonds that he received. This was all of her own separate money that was paid into said land but, her husband, as she is informed fully paid for the said tract and her husband over and over again promised to have this land conveyed to your Complainant for



her separate benefit. But the deed has not yet been made to any one but is outstanding in said Parran, said Parran has become further interested in the matter in this way, Her said Husband has, as she understands undertaken to sell the same land to one John Smith of Harlan Co Ky, and Smith has re-sold to Parran the legal title holder, Smith has paid as she understands \$300. on this last name purchase. These facts of your Complainant's claim was all the time fully known to Parran, and he traded with a full knowledge of of Complainant's right. Soon after the purchase from Parran your Complainant went into the possession of said land and have ever since continued to hold and occupy them. There is no controversy, about her claim nor the possession. Her husband has again become emborraped and she has fears that, said Parran will convey under the orders of



her husband, to her prejudice.  
<sup>Her cause, so rightly hers</sup>  
The object of this bill is to  
enjoin and inhibit said M. C.  
Parsons from conveying said land  
to John Smith or others, and to com-  
pel him to convey the legal  
title to her for ~~her~~ use & sole  
benefit of your Complainant  
and to have the same freed from  
any claims of said M. C.  
Parsons. Her prayer therefore  
is that M. C. Parsons, John  
Smith and Wm Permyer be  
made parties defendants to  
this bill, <sup>and answer the same as defendants</sup> and on a hearing a  
decree be rendered, compelling  
M. C. Parsons to convey said land  
to your Complainant free from  
the claims of all persons what-  
soever, and that until a final  
hearing he be enjoined and in-  
hibited from conveying to John  
Smith or anyone else, and for  
all other further or general relief.

A. L. Pridemore  
for Plff.



Virginia Lee County to wit:

This day Mary V. ~~Little~~<sup>Pennington</sup> personally  
appeared before me and made  
oath that the facts stated in the  
foregoing bill are true so far  
as made upon her own knowledge  
are true and so far as made  
upon information derived  
from others she believes  
them to be true. Give  
under my hand this  
March 26<sup>th</sup> 1885.

John B. West, Notary  
Public for said County  
& state.



Mary  
Mary V. Pennington

Wm. Bell Chy

M. C. Parsonson

1885 Apr. Bill filed

" May Sp. Ex. vs. P. v. P.  
+ Decree Arising therefrom

" July + July Cont'd.

" Aug. Decree set for hearing

" Apr. Cont'd.

1886 Mr. Decree + decree  
to send at rules

" Aug. Decree remain  
ing again to Rules

" Apr. Decree + decree

1887 Mr. Decree final

Q. D. 31

12-15



To The Hon. John A. Kelsey Judge of  
The Circuit Court of Lee County Va  
The amended and supplemental  
bill of Mary V. Pennington, who  
sues by D. S. Littow, her father and  
next friend, while insisting upon  
each and every allegation in her  
original bill, would respectfully  
state by way of amendment, that  
Jack Smith before the filing of Com-  
plainant's original bill, had re-  
sold said land to Mr. C. Parsons  
nominally, and said Parsons ex-  
ecuted his notes to him therefor as  
stated in the original bill - But by  
a secret agreement with her said  
husband if her husband should  
meet and pay said Parsons notes  
to said Smith, five in number  
for \$500 each falling due annually  
then her said husband, was to keep  
said land, in trust as stated in her  
original bill - Upon the first note  
falling due her said husband did  
pay the sum of \$450. or possibly  
\$465, this sum should the said  
Parsons hold said land, is the  
equitable property of your  
Complainant and should be paid



to her. She alleges in truth and in fact, that her said husband in fact has paid and more than paid to said M. C. Parsons said purchase money. At the time Smith sold to Parsons, the last sale, it was well known and understood as she is informed that said Parsons at that very time owed her said husband for work and labor done, money furnished and profits made, in a very large, log and lumber Contract, in which they were partners and the execution of the said Parsons to said Smith of said notes was only a shifting made of standing security for said Wm. Pennington, whose re-purchase in fact it was. She is informed and believes that upon a full fair and equitable settlement of the Partnership in the lumber & hauling Contract said Parsons in fact owes her husband \$2000. or more, quite a sufficiency to pay said bank debt and leave the question of its title alone between your Complainant &



her said husband. Your orator  
alleges that said Parsons refuses  
and her husband fails to, to compel  
him to settle his said partnership  
accounts, so as to have applied  
to de Jack Smith debt any balance  
due her husband. The said Parsons  
and her husband, has on hand  
solely in the management of the  
said Parsons a lot of walnut  
logs, the remnant of said Part-  
nership, in which her husband  
has an interest of some \$300  
more or less, and which your  
complainant is advised ought  
equitably to be also paid on  
said land purchase.

The premises considered by our  
orator, pray that said <sup>M.C.</sup> Parsons  
and William Pennington be made  
parties defendants to this bill  
and each required to answer spe-  
cifically, and state upon their oath  
how much said Parsons is due  
on account of said Partnership's  
the contract for hauling, and logs  
haunted and how much proceeds  
of said Partnership is still on hand  
and which holds the same - That



a Commissioner be appointed to take  
Oath and settle said Partnership  
and that said Parsons & Remington  
be compelled to settle the same &  
produce before said Commissioner  
all accounts, books, papers and  
matters relating to said transaction  
and fully and specially disclose  
all matters, payments, contracts &  
indebtedness in relation thereto, and  
she prays that whatever sum  
may be found due and in  
the debts of said Parsons  
be held in trust or directed to  
be paid to said Smith on  
said land tract. But above all  
she prays again for the relief  
set forth in her original bill  
and that said land be decreed to  
her as her sole separate property  
purchased with her money, by  
the consent and with the full knowledge  
of said M. C. Parsons; and that this  
be done independent of any-  
thing said Smith's amended bill  
And for all other further and  
general relief may say as is  
A. L. Pickens  
P. L.



Mary V. Littero  
by <sup>James L. Littero</sup> <sub>by</sub>

V. Z. Amended Bill

M. C. Parsons et al

1886 Feb 25 Rules 12th  
Filed 3rd 1st & 2nd  
" March, D. W. Couf d



To the Honorable John A. Kelly Judge of  
the Circuit Court of Lee County Va.

The separate answer of John M.  
Smith to a bill exhibited in this Honor-  
able Court against M. C. Parsons, John  
Smith and W<sup>m</sup> Pennington by Mary T  
~~Little~~ <sup>Little</sup> D. D. Little her next friend.

This respondent saving the benefit of all  
such exceptions as can or may be had  
to said bill on its final hearing for an-  
swer thereto or to so much thereof as he is  
advised it is material or necessary for  
him to answer, answering says, That he  
has no knowledge whatever as to whether  
or not the father of the complainant had  
given her valuable real estate situated  
in said County. Nor does he know anything  
of the former indebtedness of William  
Pennington the husband of the Com-  
plainant, nor does he know what steps  
if any, she took to relieve him from said  
indebtedness ~~if the testimony~~, he therefore  
knows nothing of the sale of her lands or  
any lands in which she had an inter-  
est or of the Terms, Condition, or amount  
of said sale, Nor does he know what  
disposition was made of the money  
or other things arising from said sale.



If such a sale was made. Respondent has no knowledge of Complainant making up the sum of \$2000.00 or any other sum which was not consumed in the payment of her husband's debts, or what was done with said sum if any such was made up. Respondent has no personal knowledge of the purchase which was made by Complainant's husband from M. C. Parsons, though he has been informed and he supposes it is true that William Pennington did contract with the said M. C. Parsons for the purchase from him of the tract of land, known as the Davis Sage Tract, or rather for a part of said tract, as respondent has been informed that at the time said sale was made by said Parsons, to said Pennington that the said Parsons did not own the whole of said tract of land but that a part of it belonged to some of the heirs at law of the said Davis Sage who afterwards sold and conveyed their interest to the said Pennington. But at what price said Parsons sold said land or his interest therein to the said Pennington or the terms of said sale respondent has no knowledge further than



knowledge as he derived from the title  
bond executed to said Pennington by said  
Parsons, which bond was afterwards as-  
signed to this respondent by the said  
Pennington, of which more will be said  
hereafter. If there was any agreement be-  
tween the said Pennington and his wife and  
the said Parsons that said land was pur-  
chased for her, sole use, he has no knowl-  
edge of it. No such fact was shown in  
the bond nor was there anything in said  
bond to lead one inspecting it, to in-  
fer that she had any further interest  
in said land than the law confers on  
the wife in her husband's lands. There-  
fore if there was such understanding  
and agreement as she claims in her  
bill it was secret, not appearing on  
the face of the papers. Respondent has  
no knowledge as to how, by whom or in  
what manner the said Pennington paid  
said Parsons for said land or who fur-  
nished the means by which said pay-  
ment was made. Though said Parsons  
told respondent that Pennington had paid  
or nearly paid him up for it.

Respondent will now show your Honor  
his entire connection with this land  
and how he came to be connected with



it. Respondent is a citizen of Kentucky  
and about the day of 1893 Will  
iam Pennington had borrowed from  
John E. Smith (commonly called Jack  
Smith) the father of this respondent  
the sum of \$800.00 or about that sum  
for which he had executed his note, using  
wrongfully as Respondent has been since  
informed, the name of M D Richmond as  
security, or perhaps said note was executed  
for \$1000. with a credit endorsed upon it  
at its date of \$200.00<sup>th</sup> about that sum. After  
this note became due and its payment not  
being provided for, the said John E. Smith  
learning that the name of M D Richmond  
had been used without his consent, sent  
this respondent to see about it and to  
collect the money on it. Respondent came  
to Virginia visited Mr Richmond who de-  
nied any knowledge of said note or any li-  
ability for it. Respondent then went to Mr  
Pennington and demanded payment and  
Mr Pennington not being in a condition  
to pay it, proposed to sell to respondent  
out his land. Respondent did not at that  
time examine said land or look into the title  
in any way because the said Pennington  
then told respondent that he could settle  
said note otherwise, but shortly after



arriving at home he received a letter from said Pennington urgently requesting him to come over and buy said land, upon the receipt of this letter respondent and his father John E. Smith visited Mr Pennington for the purpose of buying said land. Mr Pennington represented that the title to said land was good and perfect, that the legal title to all but two shares of it was in M. C. Parsons from whom he had purchased it, but that he had paid the said Parsons for it or nearly so, that he had purchased the other two shares being  $\frac{2}{4}$  from the heirs of the said Davis Sayer. Respondent was also informed by Mr Parsons, before he traded with Mr Pennington that the title to said land was all right and perfect except that Mr Pennington still owed him about \$200 and that was all there was against said land in any way. Upon these representations respondent purchased this land from Mr Pennington and the said Pennington then assigned to respondent the title land which he held on said Parsons the said Parsons agreeing to convey it, to respondent, when the said balance still due him was paid.



Respondent purchased said land at the price of \$2500. out of which said Pennington paid the note due to John & Smith respondents father, amounting at the time to the sum of \$874.<sup>00</sup> as respondent now remembers, and he executed his note payable to said Pennington on or by March the 1st 1885 for \$1626. The residue thereof sometime after this, date not exactly remembered, respondent was informed by Mr Parsons that he was the owner of said note having purchased it from said Pennington. At the time respondent purchased this land he thought of moving to it, but afterwards he declined the idea, of doing so, and then Mr Pennington proposed to repurchase said land from respondent respondent agreed to sell it to him if Mr Parsons would join in the notes with him for the purchase price of said land, but Mr Parsons refused to join in said notes with said Pennington, respondent then sold said land to the said Parsons for the sum of \$2000.<sup>00</sup> payable in 5 years, giving separate notes of \$1500.<sup>00</sup> each for the annual accruing interest, through



respondent delivered up to Mr Parsons  
the bond which he Parsons executed to  
Pennington and which Pennington had  
assigned to him. This is the whole trans-  
action so far as this respondent has  
had any connection with it, but since  
this sale was <sup>made</sup> to Parsons by respondent  
respondent and his father has paid  
and lifted the note executed by respond-  
ent to said Pennington. about \$420 or  
said amount was paid by direction of  
both Pennington and Parsons to Elias  
Smith of Ky. who held the note of said  
Pennington for that sum, the residue  
of \$1220 or about that sum, the exact  
amount not known was paid by res-  
pondent's father to M C Parsons or  
upon his order. As before stated  
respondent is a citizen of Kentucky  
he purchased said land in good faith  
and paid for it in good faith without  
any knowledge whatever of any claim  
upon it by anybody except for the \$200  
still due to Parsons, so the Parsons and  
Pennington represented the title to be  
good, with no claim of any kind or  
lien of any sort against it. Respond-  
ent will further show your Honor that  
since he <sup>purchased</sup> said land <sup>and before he sold</sup> to the said



and to  
7

Porcans that the said William Pennington  
and wife the being the complainant in  
this suit, conveyed the two acres the of one  
land which had been conveyed to them  
Pennington by the two Sages heirs to the said  
Porcans, so that the said Porcans could convey the whole to respondent  
so that now the title to the whole  
tract is in him, and respondent has no  
further interest in it except to collect  
the notes if owed by Porcans for it when  
they become due. And now having answered  
said bill as far as he is advised it is ne-  
cessary or necessary for him to answer it he  
prays to be hence dismissed with his costs.

John M. Smith by  
C. T. Duncan his atty.

Virginia Lee County, to wit

This day John M. Smith personally  
appeared before me John R. Gibson  
Deputy for John A. & Hyatt Clerk of  
the Circuit Court of Lee County Va  
and made oath that the foregoing answer  
so far as made on his own knowledge  
is true and so far as made upon in-  
formation derived from others he  
believes it to be true Given under  
my hand this the 13<sup>th</sup> day of July 1885.

John R. Gibson  
Deputy Clerk

copy of which is here filed November 1885



John M. Smith  
ad by Answer.

Mary V. Huntington 483

Filed in open Court  
by leave thereof, Aug.  
25<sup>th</sup> 1888.

J. Alstyatt c c



In the Circuit Court of Lee County,  
Lee County to wit:

To the Honorable John A. Kelly Judge  
of the said Court in chancery.

The separate answer of M. C. Parsons  
a citizen of Lee County, to a bill of com-  
plaint exhibited against him and others  
by one Mary T. Pennington the wife of Wm.  
Pennington by D. S. Linton her father and next  
friend.

This defendant for answer says, that  
he has no knowledge of any Real Estate  
given the said Mary T. by her father or  
the value thereof, nor has he any know-  
ledge or information as to the indebtedness  
of her said husband, which last her to  
consent to the sale of such Real Estate  
as may have been given her by her said  
father for the purpose of aiding him  
in his financial embarrassments,  
nor has he any knowledge of the price  
or sum of money or other thing received  
in payment of the said Real Estate, or  
how much was paid into or applied in  
extinguishment of her said husband's  
debts, nor has he any information as  
to her obligations in that behalf.

Respondent knows nothing of com-  
plainant making up the sum of \$2000<sup>00</sup>

If there ever has been, certainly  
there is no doubt of a sum  
showing that fact.



But Respondent, positively denies, that he  
knew any thing whatever about the under-  
said claims by Complainant's being in any way  
the property of the Complainant, or that she had  
any claims there to or that it was her separate  
property, or to be in any way affected by the  
said separate estate.

or any other sum of money in Sale note,  
or otherwise and not by her or her husband  
Concerned in the liquidation of his con-  
-fessed indebtedness

Respondent admits that in the year  
1880 Complainant's husband purchased  
from him a tract of land situated  
on Powell's River in the said County at  
the price of \$3000<sup>00</sup> and known as the  
David Sage farm, and for title to which  
he executed his bond for a conveyance  
when the purchase price therefor should  
have been fully paid, which title, <sup>being</sup> correctly  
described the boundary lines of said land.

\* The price of this land, so sold, was  
\$3000<sup>00</sup>, in part payment of which  
Complainant's husband assigned  
and delivered to Respondent two or three  
bonds executed to himself by one D. L.  
to be for the sum of \$1000<sup>00</sup> to \$1500<sup>00</sup> and  
executed his individual bonds to Respondent  
for the residue of the purchase price thereof.  
But, Respondent knows nothing of any arrange-  
-ment, agreement or understanding by and  
between Complainant and her husband  
the said William in reference to any con-  
-veyance of the said land or any part  
thereof, because of any part payment



by her or by her husband, out of, or  
with any funds, to which she might in  
anywise be entitled, nor does he know  
any thing, of any payment made through  
her husband by the advice and aid of her  
brother or other friends, and certainly, if  
such payment had been made upon the  
conditions expressed in Complainant's  
Bill, living in sight and within less than  
one half mile of Respondent's house, who  
together with his family were upon the  
most intimate terms of friendship with  
the Complainant's family, visiting  
each other very frequently for at least  
five years, and never at any <sup>time</sup> did Respon-  
dent have the least intimation of the  
claim now set up by Complainant,  
and when Complainant alleges and  
asserts, that Respondent knew, or had  
any knowledge or information, that  
any money or bonds, received by him  
from her said husband in payment  
of the purchase price of said land, <sup>was hers,</sup> she  
makes an assertion wholly gratuitous,  
and without foundation in fact, and  
Respondent asserts, most positively and  
emphatically, that such is untrue  
and wanting in the semblance of truth.



Respondent admits that the legal title to this land is still in him, and in law and equity should and will remain there, when he pays the amount due John Smith of Kentucky for the land purchased from him, and which was purchased by Smith from Complainant's husband.

Respondent denies that Complainant, husband had fully paid him for this land, before his sale to Smith, but did complete his payments after the sale to Smith.

Respondent (after the sale to Smith of land by complainant's husband) did purchase back the land, sold by him to Punnington and by Punnington to Smith, and received back the title bond executed to Punnington and by Punnington assigned to Smith. so that he now has his own title bond in his own possession, which he will file in due time as exhibit "4"

Respondent here again denies that he had any knowledge of Complainant's claims or that he traded with the full knowledge of her rights.

Respondent will now briefly state to your Honor, the facts of these transactions in



so far as they are known to him.

In the year 1880 he sold to Complainant's husband, the tract of land known as the Davis Sage Farm in this County lying on the waters of Powell's River at the price of \$3000<sup>00</sup> for which the said Pennington assigned 2 or 3 bonds executed to himself by S. L. Jester aggregating \$1000<sup>00</sup> to \$1500<sup>00</sup> in part payment thereof, and executed his individual bonds for the residue. Respondent there executed his title bond to said Pennington for a conveyance of said land when the purchase price therefor, should have been fully paid. Sometime after this transaction, Pennington sold 86½ acres of this land to Geo W. Smith a neighbor on the waters of Powell's River for the sum of \$890<sup>00</sup> and directed Respondent in whom the legal title subsisted, to execute a deed to said Smith for the 86½ acres, which he accordingly did. The land was surveyed and laid off to Smith and possession given him, which transaction from its very character and notoriety must have been known to complainant and her friends, and not a word was said or even hinted that complainant



had any claim to, or interest  
in, any part of said land by reason  
of any fund claimed by her, being  
paid to your Respondent for the land.  
And this matter stood, until in  
the summer time of the year 1884  
when Complainant's husband sold the  
residue of the said farm to John  
Smith of Ky and assigned Respon-  
dent's title bond to him, for which  
the said Smith as Respondent is in-  
formed fully paid him. Then in  
a short time, Respondent purchased  
the same land from Smith, and  
received from Smith his own title  
bond, which he had executed to  
Perrington, and by Perrington assign-  
ed to Smith, and executed his  
notes to Smith for \$25.00 <sup>25</sup>/<sub>100</sub>; the  
purchase price of the land, which  
bonds are now outstanding in  
the hands of Smith. Shortly after  
this transaction with Smith, Perrington  
again proposed to buy the land  
back from Respondent, and being  
anxious to remain on the premises,  
Respondent agreed with him verbally  
if he would make Respondent's obligation



to Smith promptly at maturity,  
he could have the land, otherwise  
he must pay rent for the use  
and occupation of the premises.  
On this agreement Pennington paid  
Respondent \$200<sup>00</sup>. In a short time  
thereafter Pennington became involved  
in litigation, which disordered his  
affairs greatly to his detriment, and it  
soon became apparent, that he must  
either leave the country or incur the  
peril of a penal prosecution.

Surrounding himself by his  
friends, including Complainant's  
father, brother and others, John  
Respondent was invited to com-  
plainant's house, where the  
affairs were, and was met near the house  
by D. S. Litten Complainant's father,  
with whom he had a conversation.  
In this conversation Complainant's  
father proposed to Respondent, to cancel  
the last sale of land, and pay back  
to Pennington the \$200<sup>00</sup> which Pennington  
had paid him. Respondent objected,  
and urged as a principal reason his  
inability to pay the money at that  
time. Litten insisted on the cancellation,  
and proposed to advance the money



to Pennington and Take Respondent's note  
for the same, to which proposition your  
respondent assented. It was then  
proposed by the said Litten to go into  
the house and talk this matter over  
to Complainant and her husband  
who was at the time in bed, complaining  
to be unwell. This matter was then  
fully talked over in the presence  
and hearing of the complainant  
and her husband, and it was then  
and there agreed, that Mr. Litten  
should pay Pennington \$200.00 for  
Respondent, and Respondent to exe-  
cute his note to the said Litten for the  
same. It being then late at night  
the execution of the note was postponed  
and the next day at Knoxville was  
agreed upon as the time and place  
for its execution. It was also  
proposed for Respondent to rent the  
lands to Complainant, ~~for the~~  
for the year 1885 and allow  
Complainant to remain there  
until the fall of the same year, at  
which time Complainant, father  
said he would take her to his home  
6 or 8 miles distant. During all



These Transactions and Conversations  
not one word of claim to, or interest  
in, any bond, note, money or other  
thing paid Respondent by Pennington  
was uttered by Complainant or any  
of her friends as in the least belonging  
to her, and Respondent is utterly  
surprised at the claim now made  
by Mary T. Pennington by and through  
her father and next friend - and  
he verily believes no such claim  
would ever have been asserted, had  
not her husband fled the country.

And having now answered  
fully, all and singular the allegations  
of the Complainant's said bill,  
Your Respondent prays that the  
~~Lien~~ ~~claim~~ heretofore granted  
in this case be dissolved, and Your  
Respondent dismissed with her  
proper costs in this behalf most  
unfairly expended.

M. C. Parsons

by

Richmond & Orr.

attys -

Seem to before me, by M. C. Parsons  
and me before Aug 25 1885

J. H. H. H. H. H.



Rio

M. C. Parsons

adrs { Answer

Mary F. Pennington by

Filed in open court  
by leave thereof Aug.  
25 1886.

J. S. Hyatt & Co.

and answer  
Surrender to by M.  
C. Parson Aug  
25<sup>th</sup> 1886.

J. S. Hyatt & Co.

Jan: 19<sup>th</sup> 1887



In the Circuit Court of Lee County,  
Lee County to wit:

To the Honorable John A. Kelly Judge  
of the said Court in chancery,

The Answer of M. C. Parsons to the  
amended bill of Mary T. Pennington  
by D. S. Lutton her next friend exhibited  
against him and her husband William  
Pennington.

Respondent admits the allegation of re-  
-sale to him by the said Smith, but denies  
any secret agreement with her husband  
that he might ~~that he might~~ keep Respondent,  
note, to the said Smith, and keep the land  
in trust for the said Mary T. and further  
denies that her said husband paid him  
450 or possibly 465<sup>00</sup>/<sub>100</sub> on the said  
land, but the sale was made openly  
and in good faith, and the said William  
Pennington paid Respondent 200<sup>00</sup>/<sub>100</sub> on said land.

Respondent denies that the said Wm has  
ever paid him any other or further sum-  
and denies that he owes her husband  
any sum of money, and stands ready  
and willing to have their matters of  
account settled between them -

Respondent denies any, modes of



Shifting on his part, and in his  
Transactions does not resort to such  
schemes, it was his own purchase,  
made by himself and for himself -

Barney now again answered  
the prayer to be visited with  
costly &c.

M. C. Panson,

5 Richmond & 1850

2-0-

W. C. Parson

ady & Anemic to  
Anemic Bill

Wm. B. Pennington

2. 2. 28/886.

De Schiedamsche

This answer is ex-  
cepted to because not  
responsive - It does not  
discuss the book acct  
partnership debt &  
transactions as required  
It does not say what  
has become of  
partnership property  
con effects or give  
any data for settlement  
to friends



In the Circuit Court of Lee County,

Lee County to wit:

To the Honorable John A. Kelly Judge  
of the said Court in chancery,

The Answer of M. C. Parsons to the  
amended bill of Mary T. Pennington  
by D. B. Lutton her next friend exhibited  
against him and her husband William  
Pennington.

Respondent admits the allegation of re-  
-sale to him by the said Smith, but denies  
any secret agreement with her husband  
that he might ~~that he might~~ buy Respondent,  
note to the said Smith, and keep the land  
in trust for the said Mary T. and further  
denies that her said husband paid him  
450 or possibly 465<sup>00</sup>/<sub>100</sub> on the said  
land, but the sale was made openly  
and in good faith, and the said William  
Pennington paid Respondent 200<sup>00</sup>/<sub>100</sub> on said land.

Respondent denies that the said M. C. has  
ever paid him any other or further sum-  
and denies that he owes her husband  
any sum of money, and stands ready  
and willing to have their matters of  
account settled between them -

Respondent denies any, under of



Virginia, Lee County Circuit Court.

To the Honorable John A. Kelly Judge of  
said Court.

The <sup>former</sup> answer of M. C. Parsons to the  
amended bill of Mary V. Pennington by  
D. S. Letton her next friend exhibited against  
him and her husband Wm Pennington.

Respondent states that he is not, as he  
verily believes, indebted to the said Wm  
Pennington in any sum on account of  
the <sup>partnership</sup> transaction between them in handling  
<sup>lumber</sup> logs, or hauling the same; and that there  
are no proceeds of said partnership on  
hand, each one having taken charge of  
and used his due proportion of the proceeds.  
But your respondent is ready to produce  
all books <sup>accounts</sup> papers showing the transactions  
of said partnership before a Commissioner  
whenever called for and have a full and  
complete settlement thereof.

Respondent again denies that he ever  
had any knowledge of the tract of land  
in the bills mentioned being bought by  
the said Wm Pennington with the money  
of the said Mary V. Pennington, and <sup>deriving</sup> that  
the same was done by his consent.

Having now fully answered he prays to be  
dismissed with his costs.

M. C. Parsons  
By Richard D. Corbett



Sworn to in due form before me by  
M. C. Parsons. Oct 10<sup>th</sup> 1886.

John R. Gibson Jb.

This answer is excepted to by the plff.

1 Because it does not respond to the allegations  
of the bill - Is too general.

2 It does not respond to  
the allegations that at the time of the purchase from Smith  
Parsons knew plff husband, but speaks in the pres-  
ent tense.

3 Does not respond to the allegations that  
plff husband furnished money & paid into said fund.

4 It does not respond to the allegations that re-  
spondent stood in the relation of security  
to Smith & that the trade was really Partnership.

5 Does not respond to the allegations that  
respondent has avoided settlement with her  
husband.

6 Respondent is called on specially  
in the prayer to disclose, & state all  
matters - Payment - Contract - indebtedness in  
relation to the Logo Lumber Partnership now  
of which he answers. Other reasons  
will be assigned at bar.  
Nov. 26 '86 J. R. Gibson

M. C. Parsons

Admitted Adm. to admit  
- ad Bill

M. V. Pennington

Admitted at October

Nov. 1886.

Admitted at Oct 20



Mary V. Pennington by &c.

Pltff

vs

J. L. Hay,

M. C. Parsons. et als

Defis

This cause came on again this 1st day of April 1888 to be heard upon the papers formerly read the report of C. F. Duncan Commissioner and was argued by counsel. On deliberation whereby said report, <sup>being</sup> accepted to it confirmed and said cause is dismissed each party paying his own costs.



W. T. Purington by 78

No.  $\frac{5}{3}$  Deane final

W. T. Purington

London & wife 3/

Enter this due

J. S. M.

April 1st 1887.



Mary b. Pennington by & c. Plffs.  
against  
M. C. Parsons et al Defts } In Chg.

This  
Cause came on this day to be heard  
upon the amended bill, and ans-  
wers thereto, and exceptions to said  
answer. And was argued by Counsel  
on consideration of which it is  
adjudged ordered and decreed that  
the true answers of M. C. Parsons  
on file in this Cause be taken  
and filed as & for the answer to  
said amended bill and the exceptions  
to said answer are over ruled -  
It is therefore adjudged ordered and  
decreed, that C. J. Duncan who  
is hereby appointed a special Com-  
missioner for the purpose do take  
state and settle all matters of  
account between M. C. Parsons and  
Wm Pennington ~~et al~~ and ascertain  
and report what if anything  
was due & owing Wm Pennington  
from M. C. Parsons, on the log, log &  
lumber, hauling Contract, or other  
matters between them existing at  
the date of the institution of the



Mary B. Cunningham  
vs

Decree

M. C. Parsonson

Nov. 7. 186

Entered page 5345  
J. A. H. Hyatt

Enter this  
Nov. 27 86  
J. A. H.

Plaintiff's suit - He will report all  
matters deemed pertinent by himself  
or required by either party, reduce the  
statement of witness to writing and file  
with his report to this Court. And  
the plff has leave to propose to  
said Parson any additional  
interrogatories she may be ad-  
vised is proper in relation to the  
matters contained in her original &  
amended bill, and such interrogatories  
shall be treated as if so made in  
the bill & the answers thereto as if  
contained in the defendant's answer.

Said Court will report to this  
Court at some future term & the  
cause is continued.



Mary V. Pennington by ~~the~~ Counsel

M. C. Parsons et al <sup>3</sup>      Sept      } In Chy

The ~~defendant's~~ <sup>plaintiff's</sup> filed on this day excep-  
tions to the defendant M. C. Parsons's answer to  
the amended bill, and the exceptions being set  
down for argument, were thereupon argued  
by Counsel. On consideration whereof The  
exceptions are sustained, and it is ordered that  
the defendant do answer plainly and directly,  
and to the best of his knowledge, information &  
belief, the special interrogatories propounded  
to him by the said amended bill, and the cause  
is remanded to rules, to be there matured, ~~and~~  
~~the said Parsons, defendant, to file.~~



Mary V. Pennington

vs <sup>4</sup>/<sub>3</sub> Leere

M. C. Parsons

Entered Page 554  
and 555

Enter  
L.A.K.  
Augt. 30/86



Mary V. <sup>Dunington</sup> Litterbrye.

Plff

Against

M. C. Parsons et al Defts } In chg

This

Cause came on again this day to be heard upon the papers formerly read & the plffs amended bill filed at rule, the Demurrer thereto and arguments of Counsel. On Consideration whereof, the Court is of opinion the allegations of the plffs ~~original~~ do not sufficiently allege a contract beneficial to the plff at the time of the first sale of the Plffs land and that there was a contract that the same or any part thereof ~~was~~ <sup>should</sup> to be thereafter invested for her benefit, to sustain the amendment as filed. And thereupon leave on her motion leave is granted her to again amend her bill in the particulars aforesaid and any other as she may be hereafter advised, which amendment may be filed at rule hereafter, and the Cause is continued.



Mary V. <sup>Pymouth</sup> ~~Settlers~~

23 Decree

M. C. Parsonette

March 1 / 86

Entered page 576

J. A. Hyatt

Enter this  
March 30 / 86  
J. A. Hyatt



Mary V. <sup>Birmingham</sup> Litterbury.

Def

Against

M. C. Parsons et al Defs } In chg

This

Cause came on again this day to be heard upon the papers formerly read & the plffs amended bill filed at rule, the demurrer thereto and arguments of Counsel. On consideration whereof, the Court is of opinion the allegations of the plffs ~~original~~ do not sufficiently allege a contract beneficial to the plff at the time of the first sale of the Plffs land and that there was a contract that the same or any part thereof ~~was~~ <sup>should</sup> to be thereafter invested for her benefit, to sustain the amendment as filed. And thereupon leave on her motion leave is granted her to again amend her bill in the particulars aforesaid and any other as she may be hereafter advised, which amendment may be filed at rule hereafter, and the Cause is continued.



Mary V. <sup>Pympkin</sup> ~~Letter~~

83 Decree

M. C. Parsons et al

March 7 / 86

Entered page 576

J. H. Hyatt

Enter this  
March 30 / 86



Mary v. Peimington & Co. Plff  
against

M. C. Parsons et al, defts } Indy

This  
Cause came on this day to be  
heard upon the bill of the plffs  
the answer of the defendants  
and replication thereto and was  
argued by counsel - on Consider-  
ation whereof and for reasons  
appearing to the Court on the  
motion of the plff leave is  
granted her to file her amended  
bill, at rules in the clerks of-  
fice and the Cause is continued.



Mary V. Pennington  
1882

W. J. Deane

M. C. Passan

Aug 7. 1885 -

Entered pages 1884.

J. A. Hyatt

Enter this  
Aug. 31<sup>st</sup> 1885  
J. A. H.



Mary R. Pennington by or Plff  
Against

M. C. Parsons et als Defs  
on the

motion of the plff by or an  
injunction is granted in this cause  
enjoining and inhibiting M. C. Parsons  
Wm Pennington and John Smith from  
selling conveying or otherwise dis-  
posing of the land in bill men-  
tioned or legal title thereto, until the  
future order of the Court. But not  
to take effect until the next  
D. S. Letter shall enter into and  
acknowledge before the Clerk of  
this Court a bond in a penalty  
of \$500 Condition to abide the  
~~future order of the Court~~ for all  
costs awarded against the plaintiff or sustained  
by the defendants or either of them by reason  
of this injunction should the same be  
hereafter dissolved



Mary V. Pennington

Wg Order of  
Impichis

M. C. Parnass et al

March Term 1885

Entered O.B. Page 430

Entered this

Mar 27

1885  
Jr. A. K.



To the Honorable H. S. H. Morrison Judge of the Circuit Court of the County of

The undersigned who goes by a decree of this Court rendered and pronounced on the 27<sup>th</sup> day of November 1886 appointed a Commissioner to take state and settle all matters of account between M. C. Parsons and Wm Pennington and ascertain and report what if anything was due and owing Wm Pennington from M. C. Parsons on the Log or Log and lumber contract, hauling contract or other matters between them existing at the date of the institution of the suit of Wm Pennington vs M. C. Parsons et al., and to report any other matters deemed pertinent by himself or required by either of the parties, before to report. That in order to perform the duties required of him by said decree he goes to Mr D. S. Lillon next friend of Mrs Pennington & Paul Pridmore his counsel, and M. C. Parsons the Deft and Richmond & Orr his counsel notice that on the 20<sup>th</sup> day of Jan'y 1887 at the Court house in Jonesville he would sit for the purpose of discharging the duties aforesaid, on that day the parties all appeared before me and several interrogatories were propounded to Mr Parsons, and answered by him, where propositions of compromise were made between the parties which were reduced to writing, and are filed herewith, marked O. P. The interrogatories and answers are filed marked O. P. at this point further proceedings were stopped. After this Mr Lillon and Mr Parsons appeared before me compromised the matter by Parsons agreeing to pay Mr Lillon \$300. for which he executed his notes. Mrs Pennington surrendering the land which was due. Mr Lillon directed me to deposit the matter settled and the suit to be dismissed <sup>with costs</sup> on the terms proposed in said paper O. P. which is that each party paying his own costs.

Nov 25<sup>th</sup> 1887.

Respectfully submitted  
C. T. Dorman County



Henry V. Huntington by

vs  $\frac{3}{3}$  Report of Com

M. Co. Parsons. et al

Com. Tre. V. 80



It is agreed ~~agreed~~ by the  
undersigned, that M. C. Parsons  
shall pay to D. S. Litten in his  
own right \$200, by the first of  
Jan 1888; with interest from this  
date - And should John Smith  
agree to pay a like sum in the  
same way in the same time, to  
said Parsons then said Parsons  
agrees to pay D. S. Litten the  
further sum of \$200, in the same  
manner as the first sum, herein named.

Mary V. Pennington is to remain in  
the house she now occupies until Jan  
1888, have 20 acres for corn, the gar-  
den & stable, pasture for 3 cows - And  
said Parsons is to have the residue of  
said land and all the fruit, except  
the said Mary V. Pennington is to have  
using fruit for herself & family - Said  
Parsons shall have privilege to sow wheat  
or small grain in said Mary V. Pennington's  
corn so soon as it can be done without  
injury to the corn and if any difference  
should arise as to the proportion, Rev. John  
Jersee shall say when it can be done  
each part shall abide his decision  
Said Parsons shall not injure the corn  
in so sowing & plowing - what the



Said D. S. Litten hereby warrant,  
and Covenant that Mary V. Permington  
and her family shall take proper  
care of said premises during their  
further occupancy <sup>after this date</sup> & see that they  
vacate at the time mentioned -

And should said Smith agree &  
undertake to pay said Person  
said sum as aforesaid then  
this agreement shall settle, all  
matters in dispute between these  
parties hereto - But should said  
Smith fail to so agree bind  
himself then this paper shall be  
null & void & the parties stand as  
if never entered into. And in  
compliance with this agreement  
Mary V. Permington to dismiss her  
suit - each party paying their own  
costs - Mrs Permington is to have &  
hold her present wheat crop on  
said premises - witness the following  
signatures & seals this Jan. 21<sup>st</sup> 1887.

D. S. Litten (Seal)

M. C. Parson (Seal)

When complied with I will dismiss  
Mary V. Permington's suit in accordance  
with the above Jan. 21<sup>st</sup> 1887.

A. L. Pilemore



Commissioner's Office  
Jonesville Va. May 20<sup>th</sup> 1887.

Interrogatories propounded by the Plaintiff in the Chancery Cause of May v Pennington, by vs. Mc Parsons & others, to the said Mc Parsons, under leave granted her by the decree entered in said Cause on the 27<sup>th</sup> day of November 1886.

- 1 What was the gross price agreed to be paid by one Sumner agent or for hauling lumber (sawed) out of Harlan County to Shores' ford on Powells River in Lee County Va. Known as the hauling Contract?

Answer The price which he was to pay us including the hauling of logs in Harlan County Ky. and the hauling of the plank after said logs were sawed, and the delivery of the same at Shores' ford was \$24<sup>00</sup> per Thousand feet.

- 2 How many Thousand feet did the firm of Pennington & Parsons thus haul, and what amount of money did said firm receive for it?



Answer. My best recollection is that it was \$230,000 or 232,000 feet, I have a statement of the same and the amount paid me by Mr. Arvidson at my house and I will file a copy of the same as a part of my answer to this question. This statement will show the exact amount and the amount paid me by him. The amount received by me is, as shown by the statement above referred \$7359.22 being the amt as shown in said statement after deducting therefrom \$41.12 which was for my own timber & saddle etc. see said statement here filed "A. B."

- 3 Does the statement you refer to show the amount received for hauling logs in Harlan County Ky, and all work done by Pennington & Parsons in the last named County?

Answer It does.

- 4 What work did said firm of Pennington & Parsons do in Lee County, for whom did they do it, and what did they receive for it?

Answer. We hauled a good many logs for Arvidson Agent for Taylor & Coate in Lee County. Our place of delivery was at Shorn's ford another



at Dxfords and another at Towill's  
ford. We also hauled a lot of logs to  
Shore's ford for Thomas & Co. Jonas  
Kelly Agent, the statement to me by  
Mr. Amidan and above referred will  
show the amount hauled and the  
sum paid us, for that hauling.  
For the work done for Thomas & Co  
Pennington did the hauling and  
received all the pay. We also did  
or rather Pennington hauled some  
logs for Spencer and Company  
P.C. Thompson Agent, I do not  
know the amount hauled or the  
sum paid for it. I was little more  
than surety for him in this latter con-  
tract. P.C. Thompson paid me on this  
hauling \$140, <sup>or \$130</sup> but he paid it to me  
for Pennington, he Pennington having  
borrowed that sum from me and  
by his direction Thompson paid it  
to me.

5. When and where, did you, loan  
to Pennington \$130. Did you take a  
note, or obligation for it - when did  
P.C. Thompson pay it for Pennington and  
when did Pennington, tell you to get it  
from Thompson?



Ans. I loaned him \$100 in Richmond Store, the date I cannot recollect at this time but I can fix the date by reference to my books at home and will do so.

The \$50. or \$40. was money given to me by P. C. Thompson for the purpose of going down the river and getting out logs. and I handed the money to Pennington and he went down the river and attended to getting out said logs. This last sum was paid to Pennington since the institution of this suit, and was about the 1st of January 1886. The \$100. was paid before that time and before any litigation arose between us.

6. Did the firm of Pennington & Parsons borrow any money to carry on their business - Purchase stock, wagons, chains & implements for their business? If so from whom, what did they purchase and what was its value?

Answer. The firm of Pennington and Parsons did not borrow any money to carry on their business, nor purchase any horses stock wagons chains & implements for the purpose of carrying on their business.



of the

rying on said business. all the  
wagons & Opens were purchased by  
me, as were the chains and imple-  
ments used by us. In hauling the  
plank from Harlan Mr Pennington  
used some of his own wagons and  
teams And I used some of my  
own, I had at the time I went  
I into said business \$500 in the hands  
of M D Richman which we used  
in said business. I also purchased  
from Amidan wagons open chains  
&c used in said business at a cost  
of \$800 or \$900<sup>00</sup>

8 Did said firm, give orders, draw  
checks, contract accounts give receipts  
and do a general credit business?  
Ans. I think said firm gave orders  
we draw no checks, we did contract  
accounts gave receipts and  
did a general credit business.  
9. On what date did firm go into existence  
how long continue or when did it dissolve?  
Ans We commenced business the  
latter part of July 1881. We continued  
in business, for Amidan until  
January or February 1883. after  
the Amidan contract was finish



and the contract was made with  
Spencer & Co and that had not been  
concluded when Mr Pennington  
left here in March 1885.

10 Which member of its firm received  
the money, from its employer?

Answer. I received all the money  
on the contract with Amidon, for  
the work done for Taylor & Crate  
Mr Pennington received all the money  
for the work done for Thomas & Co  
and he received as I suppose all  
that has been paid by Spencer & Co  
except the sum of \$140 or \$150 paid  
to me by P. C. Thompson as before  
stated

11 On the contract with Taylor & Crate  
did the firm do a gain or loss business?

Answer. The business proved a losing  
business. I do not know exactly  
the amount we lost but it was  
somewhere from \$2000. to \$4000.

12 Of the \$7200, dollars, received by you  
from Amidon on the Taylor & Crate  
Contract what amount of cash, did  
you turn over to Pennington, ~~in cash~~  
When & where did you pay it?

Answer. The amount paid to Wm Pen



nington is shown in account "A"  
here with filed and is \$4882.05.

13. Where are, the listed or paid check,  
orders & receipt mentioned by you in  
account A. mentioned above when did it  
you make out said account and  
Where are the original paper you  
made it by?

Ans. I do not know where the checks  
now are. The checks turned over to  
him were checks drawn in my favor  
by Amidan, Agent for Taylor & Coate  
and by me endorsed to him. I  
made out said account to day  
from my books. These books are,  
now in my possession.

- 14 In the various items in account  
A. made out & filed by you, did  
Pennington or any one for him ever  
pay and settle the same in any  
other way than as credits on the  
Hauling account, for Taylor & Coate?

At this juncture, it becomes man-  
ifest, that the interrogatories being  
asked, were not made as they should  
be - but instead, the defendant was  
being proceeded with as a witness



Contrary to the decree, and the defendant objected to this course, and demanded of the Commissioner to require the plaintiff to propound all the interrogatories at once, and then let the defendant answer them, and the pleadings, where he concluded and the facts at issue, which was, transmitted by the Commissioner, to which notice of the Court the defendant is objected.

R & S.

Ans.

16-40



M. C. Busnis  
To 3 Little Borch  
M. Berrington

---

1144




Thence all men by three presents that I the  
Parsons am held and bound unto the said  
in the sum of six thousand dollars & which  
payment I bind myself, heirs & assigns by the  
decree of my hand and seal this 20<sup>th</sup>  
of 1880

The Conditions of the above obligation is  
such that whereas the said M. C. Parsons has  
this day sold to the said Wm. Livingston  
certain tracts of Land lying in the County of  
Lee and State of Va. and on the north side  
of South River, and Beginning at the river  
on a Hickory & Sugar tree corner to Rebecca Parsons  
Land, westerwardly with said Parsons line to 2  
white-oaks on the top of a bluff, Thence north  
with said line to a white-oak on the top  
of the cliff, Thence with J. M. Smiths line  
along the top of the ridge to David Smiths  
line, Thence with David Smiths line to  
a poplar corner to D. Smith & J. I. Smith.  
Thence S. E. with J. I. Smiths line <sup>to a</sup> Walnut  
corner to said Smith & L. W. Myers line  
Thence with L. W. Myers line to a poplar corner  
to Lamer, Thence with said Myers line to  
the River, Thence up said River as it  
meanders to the Beginning. The said M. C.  
Parsons hereby sells his entire interest in said  
Land excepting so much heretofore sold L. W.  
Myers. The said Parsons' interest being

The widows dower and five six parts in  
said Land there being 2 other shares in said  
Land of the said M. C. Parsons shall  
make or cause to be made a good and sufficient  
title to said Land then this obligation to  
be null and void otherwise to remain in full  
force and Virtue

Witness my hand and seal  
this 20<sup>th</sup> Apr 1880

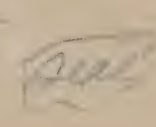
M. C. Parsons 

Witness

W. S. Hunt

D. A. Parsons

I do hereby give and sell over to the said Wm. Livingston  
all the said land being 2000 acres more or less  
lying in the County of Lee State of Va. as per  
the map of the said Wm. Livingston dated the 10<sup>th</sup> of April 1880

Wm. Livingston 

J



Account of payments made by Mr. C.  
 Perceps to J. H. Pennington, Auditor General

1881.			
Aug 27th	One check		\$ 100.00
Sept 1st	Cash		60.00
Oct 18th	check		100.00
Dec 20th	check		100.00
1882.			
Jan 15th	One check		100.00
" 17th	Cash		7.12
Feb 15th	Two horses & harness		160.00
Apr 18th	Cash		25.00
" "	Age, 10 lbs.		11.25
" 24th	Cash		25.00
" 27th	Set harness		25.00
" 29th	Cash		10.00
May 1st	"		10.00
" 4th	to Daniel Ball		60.00
" 7th	to tax on land		11.50
" 12th	Cash in Harlem Ny.		10.00
July 1st	Cash " " "		20.00
"	Cutting wheat		15.00
Aug 10th	Cash in Harlem Ny.		40.00
"	Cash		100.00
"	Cash		10.00
"	Cash		10.00
"	Paid A. B. Dutton		140.00
Sept	One check		100.00
Oct	Exp in horse & sheep		75.00
"	to Alex cald		5.00
			\$ 1394.87



1882.	Lo amt brought over	\$1374.87
Oct	Cash	20.00
"	one check	100.00
"	cash from	
"	Ed. Ira Pendleton for	115.00
Dec	one check	100.00
	to M. D. Richmond for M. Pennington for mule,	100.00
	to M. D. Richmond a number of Orders	
	given to G. H. Smith. amounting to.	2301.97
	to Same for M. Pennington.	750.21
		\$4882.05

Mr. L. Parsons

Acct.

Amador Contract

\$4882.05

"



Dec 15/82 Parsons ap<sup>t</sup> with Taylor & Herat

1882			Boat Forward	640225	274296
	Apr 28	By	Hauling Towels ford		60845
	May 31	"	"		25546
	Nov 14	"	"		7281
	"	"	Extra work done on Kinross		2
	"	"	Waygle Walnut		901
	"	"	Oxfords st-		34131
	"	"	Little Cyanoide		3920
Dec	15	"	Balsters Co Parsons for Hauling		90
	"	"	the Timber they came from		322831
	"	"	Hauling Plank from Kin #14 @		
	"	"	Cutting Mrs Dufman Tree 100		
	"	"	+ Balance on striking Lumber on		3
	"	"	Parsons Paid Blakemore		152
	"	"	Cutting Logs in Harlan		575
	"	"	Extra Work on Garrett		3750
1881	Oct 1st	"	By Walnut Logs of Myers at 8¢		618
1882	Dec 15	"	Difference on the Saddle		2
Dec	15	To	Balance not counting Timber left in Harlan Kin		
				99809	
				740034	740034

Copy of M C Parsons account with Taylor & Herat  
 On A A Amidon Books

"A.B."

4224	4224
24344	24344
7	7
250	250
4224	4224
2000	2000
44	44
1551	1551



1881 Copy of N. B. Parsons Account With Taylor & Clark

July	25	To Tools	345 80	
"	"	" Fine Oxen	190	
"	"	" Tools	340	
"	"	" Standard Tools & Oxen	257	
"	"	" Stationary -	85	1620
"	"	" Skidding on Lucenets Land	10	
Aug	27	" Check No 60	500	
Oct	13	" Skidding Fletcher Tree	2	
"	"	" " and Russell Tree	75	
"	"	" Chs No 62-63-64 & 65 for	600	
"	29	" Skidding F Thompson Lat-	744	
"	26	" Ch No 70	75	
"	29	" 3 Chs No 71-72 & 73	300	
Nov	12	" Ch No 80	350	
"	12	" 2 Chs for No 81 & 82	175	
Dec	20	" 2 Chs Nos 97 & 98	550	
1882 Feb	24	" 2 Chs " 121 & 122	500	
Mar	14	" Day Timber skidding it	1407	
Apr	22	" Rope	714	
June	7	" Ch No 175	400	
"	29	" " 195	300	
Aug	11	" Cash	100	
Sept	22	" Ch " 212	200	
Sept	9	" Edwards Hauling & Alfords	1	
"	15	" Cash	2	
Oct	2	" 3 Chs Nos 231-232 & 233	400	
"	17	" 4 Chs " 237-238-239 & 240	300	
Nov	6	" 2 Chs " 250 & 251	200	
"	17	" 2 " " 253 & 254	200	
Dec	15	" Lumber in Ken	1080	
"	15	" Ch No 272	400	

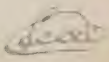
1881 July	25	Cr By Parsons.		
Aug	27	By Repairs on Wagons	350	✓
"	27	" Hauling at Shafers ford	239 01	✓
"	27	" Walnut Timber	25 23	✓
Oct	1st	" Hauling 2 for a	166 20	✓
"	1	" Walnut Timber	812	✓
"	1	" Saddle	6	✓
Feb	22	" Hauling Lumber in Harlem	1253 76	✓
Apr	27	" Second set in Ken	974 51	✓
"	"	" on 1st set in Ken	30 71	
"	"	" " " "	85 92	
		Carried forward	640225	274296




This Deed made this the 11<sup>th</sup> day of Aug-  
ust 1884 between Wm Pennington and  
Mary V. Pennington his wife of the one  
part, and M. C. Parsons of the other  
part, all of Lee County Virginia, Witness-  
eth that for and in consideration of the  
Sum of four hundred and forty Dollars.  
to the parties of the first part in hand  
paid the receipt of which is hereby ac-  
knowledgeed the said parties of the  
first part, have this day granted bargained  
and sold, and by these presents doth grant  
bargain sell and convey unto the said M.  
C. Parsons and his heirs forever all of  
their undivided interest in and to two  
certain tracts or parcels of land lying and  
being in Lee County Va. which two tracts  
of land belonged to John D. Sage deceased  
and was bought by said John D. Sage from  
Absalom Loyd & wife and conveyed to said  
Sage by deed bearing date the 5<sup>th</sup> day of  
Dec 1844. and recorded in Deed Book No. 10.  
Page 42. in Lee County Court clerk's office.  
and conveyed to said Wm Pennington  
by John D. Sage & Julia F. his wife & James  
T. View & Sarah M. his wife, heirs at law  
of John D. Sage dead, by deed bearing  
date Nov 20 - 1883 & Recorded in Deed



Book No 2, Page 102. in said clerk's office  
to which deeds reference is hereby made, &  
for a more particular description of  
said land, which interest consists in  
two sevenths of said two tracts, and one  
sixth of one seventh of said two tracts.  
And the parties of the first part, warrant  
generally the interests hereby conveyed  
unto the party of the second part, and  
his heirs forever, witness the following  
signatures and seals, this the day and  
year first above written,

William Pennington 

Mary v Pennington 

Virginia Lee County Iowa

I V H Kelly Commissioner in Chan-  
cery in & for the State & County afore-  
said do certify that Wm Pennington  
whose name is signed to the deed  
above bearing date August 11<sup>th</sup> 1884  
acknowledged his signature to be  
his own given under my hand  
this Aug 28<sup>th</sup> 1884

V H Kelly, Comr



Virginia Lee County To wit  
I V. H. Kelly commissioner in chancery  
in & for the afore said County & state  
do certify that Mary V. Pennington wife  
of William Pennington whose name  
is signed to the within deed bearing  
date Aug 11<sup>th</sup> 1884 personally appeared  
before me & being by me examined  
privy & apart from her husband  
& having this deed fully explained  
to her said she had willingly  
executed the same & does not wish  
to retract it given under my  
hands this Aug 28<sup>th</sup> 1884

V. H. Kelly Comr

Virginia Lee County Court Clerk's office the 1st  
day of Sept, 1884. by and between Wm Pennington  
and Mary V. his wife of the one part, and  
M. L. Parsons of the other part, all of  
Lee County Va. was this day filed in  
this office and admitted to record  
upon the certificates of V. H. Kelly a com-  
missioner in chancery for the County Court  
of Lee County Va.

John L. Gibson clerk



W. C. Parsons.

Ym 3 Dec 18

W. C. Dunnington wife

Recorded in Dec

Book 1030 P. 568

A. R. Gilman

23

70  
6.125  
51.95



Know all men by these presents that we  
D. S. Litton and A. J. Litton are held  
and firmly bound unto M. B. Parsons.  
John Smith & Wm Pennington, in the just  
and full sum of \$50000 for the payment  
whereof well and truly to be made to the  
Said Parsons Smith & Pennington we bind  
ourselves jointly and severally firmly  
by these presents and we hereby waive  
the benefit of our homestead exemption  
as to this bond. Witness our hands and  
seals this the 27<sup>th</sup> day of March 1883.  
The condition of the above obligation  
is such that whereas ~~M. B. Parsons, John~~  
~~Smith & Wm Pennington~~ ~~have obtained~~  
~~from the~~ Mary V. Pennington has obtained  
from the Judge of the Circuit Court of  
Lee County an injunction restraining  
enjoining and inhibiting M. B. Parsons  
Wm Pennington & John Smith from selling  
conveying or otherwise disposing of the  
land in the bill mentioned or legal  
title thereto until the future order  
of the court upon the condition that  
D. S. Litton <sup>next friend</sup> shall enter into and acknowl-  
edge before the clerk of the said  
Circuit Court of Lee County <sup>above</sup> in the  
penalty of \$50000 conditioned accor-  
ding to law. Now if the above bound.



D. S. Lutton or A. J. Lutton shall abide  
the future orders of the said court  
in the said cause in case the said  
injunction be hereafter dissolved, and  
also all such costs and damages as  
may be awarded against the said  
Mary V. Pennington by reason of said  
injunction, <sup>or sustained by the defendants or either of them by reason</sup>  
of said injunction, then this obligation to be  
void otherwise to remain in full force  
and virtue.


D. S. Lutton *Seal*  
A. J. Lutton *Seal*

Mary V. Pennington

vs  
Bond

M. C. Persson et al



*Meap. Cannon & Pennington*  


M. D. RICHMOND,  
 DEALER IN GENERAL MERCHANDISE.

Amount paid George W. Smith  
 as per Books  
 Commencing Sept 24 1881. to Dec  
 19 1882 (inclusive)  
 \$230 99

Account paid others on  
 Pennington orders &c  
 \$750 21



# THE COMMONWEALTH OF VIRGINIA.

To The Sheriff Of Lee County Greeting :

We Command You

*to Summon M. C. Pearson  
Jack Smith and Wm. Pennington*

*at the clerk's office*  
To appear ~~before the Judge~~ of our Circuit Court of Lee County, at the Courthouse on the

*first day of Monday*

*on February next being Rule day to*  
Term next to testify and the truth to speak in behalf of

*answer an amended Bill in Chancery*  
~~in certain matters of controversy pending in our said Court between~~

*orhibited in our said Court against*  
*them By Mary V. Pennington who was*  
*by D. S. Little her father & next friend*  
PLAINTIFF and }

~~DEFENDANT.~~ And this ~~shall in no wise omit under the~~

~~penalty of Twenty Dollars.~~ And have then there this writ. Witness J. A. G. HYATT Clerk of our said Court at the Courthouse

This

*20<sup>th</sup> day of January*

1881, in the 10

year of the Commonwealth.

*J. A. G. Hyatt* Clerk.



(D)

Mary V. Pettibyte  
to Spaulding  
do Low and Hill  
M. C. Parsons et al

---

To Feby Rules 1886.

---

Executed by  
delivered office  
Copies of this  
Spd to Washington  
& M. C. Parsons  
Jan'y 30 1886.

Zion Slavery  
Deputy for R. D. Slavery  
S. L. C.



# The Commonwealth of Virginia,

To the Sheriff of Lee County--Greeting:

WE COMMAND YOU to summon

*M. C. Parsons, John  
Smith, and Wm Pennington*

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the first Monday in

*April* next, being Rule Day, to answer a Bill in Chancery exhibited in our Court against  
*them*, by *Mary V. Pennington, who sues*  
*by her next friend D. S. Litton*

And have then and there this Writ. Witness, J. A. G. HYATT, Clerk of our said Court, at the Court House,  
this *27<sup>th</sup>* day of *March*, 188*5*, in the 10*9* year of the Commonwealth.

*J. A. G. Hyatt*, Clerk.

A Copy---Teste:



The necessary bond having been executed  
by the Plaintiff, the defendants M. C. Parsons  
Wm Pennington and John Smith, are enjoined  
and inhibited, from selling, conveying or  
otherwise disposing of the land in the bill  
mentioned or legal title thereto, until  
the future order of the Court.

J. Alstyatt  
C.C.

Mary, V. Littleboyd  
no 3 Spu in chcy

M. C. Parsons et al

Lo. April Rules, 1885

Executed by ~~himself~~  
affice copies of this  
Spa, to M. C. Parsons,

and not executed on  
Pennington & Smith  
they not being found  
in my bailwick.  
March 27<sup>th</sup> 1885.

S. H. Ewing  
C. S. for R. D. Flanagan Esq.



# The Commonwealth of Virginia,

To the Sheriff of Lee County--Greeting:

WE COMMAND YOU to summon

*M. C. Parsons, John Smith  
and Wm Pennington*

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the first Monday in

*April* next, being Rule Day, to answer a Bill in Chancery exhibited in our Court against  
*them*, by *Mary V. Pennington, who sues*  
*by her next friend, G. S. Litton*

And have then and there this Writ. Witness, J. A. G. HYATT, Clerk of our said Court, at the Court House,  
this *27<sup>th</sup>* day of *March*, 188*5*, in the 10*9* year of the Commonwealth.

*J. A. G. Hyatt*, Clerk.

A Copy---Teste:

*J. A. G. Hyatt c.c.*



The necessary bond having been executed  
by the Plaintiff, the Defendants, M. C.  
Parsons, Wm Pennington and John Smith  
are enjoined and inhibited from selling  
conveying or otherwise disposing of the  
land in the bill mentioned or legal title  
thereto, until the future order of the court  
J. H. Hyatt C. C.

For  
Wm Pennington